

Read 2 March 1744 in Lords
Enacted 17 Geo. II Private Acts, c. 28

Great Brit Geo II.

212. k. 6

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An ACT for Impowering John Thornhagh, Esquire, to make a Jointure and Provision for his younger Children, out of an Estate comprised in a voluntary Settlement made by Saint Andrew Thornhagh, Esquire, his late Father, deceased.



Whereas by Indentures of Lease and Release, bearing Date respectively the Fourth and Fifth Days of June One thousand Seven hundred and Fourteen, the Release being Quinquепartite, and made or mentioned to be made between John Thornhagh, of Osberton in the County of Nottingham, Esquire, and Saint Andrew Thornhagh, Esquire, eldest Son and Heir apparent of the said John Thornhagh, of the First Part; Dame Mary Ayscogbe, Widow and Relict of Sir Edward Ayscogbe, late of South Kelsey in the County of Lincoln, Knight, deceased, and

*This Settlement
previous to & in con-
sequence of the Marriage of
Thornhagh Esq. to
Letitia Ayscogbe
Widow*

one of the Daughters and Coheirs of William Harbord, late of Grafton Park in the County of Northampton, Esquire, deceased, and Letitia Ayscogbe, one of the Daughters and Coheirs of the said Sir Edward Ayscogbe by the said Dame Mary Ayscogbe, of the Second Part; John Digby, Esquire, and William Gilby, Esquire, of the Third Part; Charles Shaw, Esquire, and Peniston Lamb, Gentleman, of the Fourth Part; and Oswald Moseley, Esquire, and Thomas Hewitt, Esquire, of the Fifth Part; in Consideration of a Marriage then intended, and which was soon after had and solemnized, between the said Saint Andrew Thornhagh and Letitia Ayscogbe, now Letitia Thornhagh, and of the Sum of Five thousand Pounds, the Marriage Portion of the said Letitia, and for other Considerations in the said Indenture Quinquепartite mentioned and expressed; all that the Manor or Lordship of Osberton in the County of Nottingham, with the Rights, Members and Appurtenances thereof, together with the Capital Messuage, and and singular other the Messuages, Lands, Tenements and Hereditaments of them the said John Thornhagh and Saint Andrew Thornhagh, or either of them, situate, lying and being in Osberton aforesaid, then in the several Occupations of the said John Thornhagh and Robert Watkinson, or either of them, their or either of their Assignee or Assignees, Undertenant or Undertenants, at the yearly Rent of Two hundred and Forty Pounds; and all those Messuages, Lands and Tenements of them the said John Thornhagh and Saint Andrew Thornhagh, or either of them, situate, lying and being in Littleborough in the said County of Nottingham, then or late in the several Tenures or Occupations of William Cotbam, William Bingley, William Hingley, Robert Carr, John Wilson, and John Smith, their Assignee or Assignees,

A

Assignees,

Assignees, Undertenant or Undertenants, at the several yearly Rents, amounting together to the yearly Rent of One hundred and Twenty-one Pounds Thirteen Shillings and Six-pence; and all those Messuages, Lands and Tenements of them the said *John Thornbagh* and *Saint Andrew Thornbagh*, or either of them, situate, lying and being in *Stourton* in the said County of *Nottingham*, then or late in the several Occupations of *Mary Golland*, *John Milner*, *William Booth*, *Joseph Carr*, and *Thomas Bingley*, or any of them, their or any of their Assignee or Assignees, Undertenant or Undertenants, at the several yearly Rents, amounting together to the yearly Rent of Sixty-five Pounds Four Shillings and Six-pence; and all those Forty-four Acres and Two Roods of Meadow or Marsh Land, in the Overings in *Stourton* aforesaid, and Twenty-one Acres and Two Roods of Meadow, in the Outings in *Stourton* aforesaid, then in the Possession, Holding or Occupation of the said *Saint Andrew Thornbagh*, his Undertenants or Assigns, and worth Thirty Pounds Fifteen Shillings *per Annum*; and all those Messuages, Lands, and Tenements of them the said *John Thornbagh* and *Saint Andrew Thornbagh*, or either of them, situate, lying and being in *Stourton* aforesaid, and *Fenton* in the said County of *Nottingham*, or either of them, then or late in the Tenure or Occupation of *John Cadman* or his Assigns, at the yearly Rent of Twenty-five Pounds Five Shillings; and also all that Messuage or Tenement, with the Appurtenances, situate, lying and being in *Fenton* aforesaid, then or late in the Tenure or Occupation of the said *Thomas Bingley* or his Assigns, at the yearly Rent of Four Pounds and Ten Shillings; and all those Messuages, Lands and Tenements, with the Appurtenances of them the said *John Thornbagh* and *Saint Andrew Thornbagh*, or either of them, situate, lying and being in *Fenton* aforesaid, then or late in the several Tenures or Occupations of *John Greaves*, *Henry Smith*, *Miles Golland*, and *John Motley*, any or either of them, their or any of their Undertenants or Assigns, at the several yearly Rents, amounting together to the yearly Rent of One hundred Pounds Nineteen Shillings; and all those Messuages, Lands and Tenements of them the said *John Thornbagh* and *Saint Andrew Thornbagh*, or either of them, situate, lying and being in *Clareborough cum Membris* and *Welham*, or either of them, in the said County of *Nottingham*, then or late in the several Tenures or Occupations of *Joseph Turnell*, *William Otter*, and *William Wakefield*, or any of them, at several yearly Rents, amounting together to the yearly Rent of Nine Pounds Eighteen Shillings and Four-pence; and all those Messuages, Lands and Tenements of them the said *John Thornbagh* and *Saint Andrew Thornbagh*, or either of them, situate, lying and being in *North* and *South Leverton*, or either of them, then or late in the several Occupations of *Alexander Ellis*, *Francis Husband*, *John Boare*, *John Smith*, and *George Cotham*, any or either of them, their, any or either of their Undertenants or Assigns, at the several yearly Rents, amounting together to the yearly Rent of Twenty Pounds Nineteen Shillings and Three-pence; and also all that Wood and Wood-ground called *Maumbell Wood*; and all that Croft or Close called *Ousell Croft*, with the Appurtenances, situate, lying and being in *Stourton* aforesaid, then or late in the Holding or Occupation of the said *Saint Andrew Thornbagh*, or his Assigns; and the *Sheep Walk* upon the *Whin Leys*, together with the Running of Two Geldings in the Overings, in *Stourton* aforesaid; and all those the Lands and Tenements of them the said *John Thornbagh* and *Saint Andrew Thornbagh*, or either of them, in *Stourton* aforesaid, then or late in the several Tenures or Occupations of *Richard Nicholson*, *Thomas Fox*, *John Husband*, *Thomas Kirtland*, and *William Clayton*, any or either of them; and also all that Land or Ground in *Littleborough* aforesaid, called or known by the Name of the *Sudcough Leas* or *Sudcroft Leas*, in the Occupation of the Inhabitants of *Littleborough* aforesaid; and also all those the Lands and Tenements of them the said *John Thornbagh* and *Saint Andrew Thornbagh*, or either of them, with the Appurtenances, situate, lying and being in *Arly* in the County of *Warwick*, then or late in the several Tenures or Occupations of *John Dewett*, *John Skilton*, and *Simon Stoner*, any or either



either of them; and also all those the Spring Woods, with the Ground and Soil of the same, with the Appurtenances, situate and being in *Arly* aforesaid; In the Holding or Occupation of the said *Saint Andrew Thornbagh*, or his Assigns; and all and singular other the Manors, Messuages, Lands, Tenements, Farms and Hereditaments whatsoever, with their and every of their Rights, Members and Appurtenances, whercof or wherein they the said *John Thornbagh* and *Sir Andrew Thornbagh*, or either of them, or any in Trust for them, or either of them, then was seized of any Estate of Inheritance in Fee-simple, situate, standing, lying and being in the several Counties of *Nottingham* and *Warwick* aforesaid, or either of them; and all and singular Messuages, Houses, Buildings, Mills, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Woods, Underwoods, Waste, Heaths, Furze, Moors, Marshes, Waters, Fishings, Courts Leet, Courts Baron, View of Frankpledge, Perquisites and Profits of Courts, Waifs, Estrays, Goods and Chattels of Felons and Fugitives, Reliefs, Escheats, Heriots, Fines, Amerciaments, Liberties, Jurisdctions, Franchises, Rents, Services, Profits, Commodities, Emoluments and Hereditaments whatsoever, to the said Manor, Messuages, Lands and Premises, or any of them, belonging or in any wise appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the same Premises, and every Part and Parcel thereof were conveyed, settled, limited and assured to the several Uses therein mentioned; (that is to say) As to, for and concerning the Manor of *Osberton*, and the Capital Messuage, Lands, Tenements and Hereditaments in *Osberton* aforesaid therein before-mentioned, to be in the several Tenures of the said *John Thornbagh* and *Robert Watkinson*, or their Assigns; and the said Messuages, Lands and Hereditaments in *Littleborough* aforesaid, therein before-mentioned to be in the several Tenures of *William Cotbam*, *William Bingley*, *William Hingley*, *Robert Carr*, *John Wilson*, and *John Smith*; and the said Messuages, Lands and Hereditaments in *Stourton* aforesaid, therein before-mentioned to be in the several Tenures of *Mary Golland*, *John Milner*, *William Booth*, *Joseph Carr*, and *Thomas Bingley*; and the said Meadow or Marsh Land in the Overings and Outings herein before-mentioned, to be in the Holding or Occupation of the said *Saint Andrew Thornbagh*, or his Assigns; and the said Messuages, Lands and Hereditaments in *Stourton* and *Fenton* aforesaid, or One of them, therein before-mentioned to be in the Tenure of *John Cadman*; and the said Messuages, Lands and Hereditaments in *Fenton* aforesaid, therein before-mentioned to be in the several Tenures of *Thomas Bingley*, *John Greaves*, *Henry Smith*, *Miles Golland*, and *John Motley*; and as to, for and concerning the said Lands and Hereditaments in *Clarborough cum Membris & Welham* aforesaid, therein before-mentioned to be in the several Tenures of *Joseph Turnell*, *William Otter* and *William Wakefield*; and the said Lands in *North* and *South Laverton* aforesaid, therein before-mentioned to be in the several Tenures of *Alexander Ellis*, *Francis Husband*, *Robert Boare*, *John Smith* and *George Cotbam*, to the Use of the said *Saint Andrew Thornbagh* for his Life, without Impeachment of Waste; and after his Decease, to the Use and Intent that the said *Letitia Ayscogbe*, and her Assigns, should and might have, receive and enjoy, during her natural Life, by and out of the Manor, Lands and Premises therein before-mentioned to be limited to the said *Saint Andrew Thornbagh* for Life as aforesaid, the yearly Rent of Four hundred Pounds, free from all Deductions whatsoever, in full of her Jointure, and in Bar of Dower; with Power of Entry and Distress for better securing and recovering the said yearly Rent; and after the Decease of the said *Saint Andrew Thornbagh*, and subject to the said yearly Rent of Four hundred Pounds, to the Use of the said *Oswald Moseley* and *Peniston Lamb*, their Executors, Administrators and Assigns, for the Term of Ninety-nine Years, in Trust for the better and more effectual securing and recovering the said yearly Sum; and from and after the Expiration or other sooner Determination of the said Term of Ninety-nine Years, then as to, for and concerning the said Messuages, Lands and Hereditaments in *Littleborough* aforesaid, therein before-mentioned

tioned to be in the several Tenures or Occupations of *William Hingley*, *Robert Carr*, *John Wilson* and *John Smith*; and the said Messuage, Lands and Hereditaments in *Stourton* aforesaid, therein before-mentioned to be in the several Tenures or Occupations of *William Booth*, *Joseph Carr* and *Thomas Bingley*; and the said Meadow or Marsh Land in the Overings and Outings in *Stourton* aforesaid, therein before-mentioned to be in the Occupation of the said *Saint Andrew Thornbagh*; and the Messuage or Tenement, and Lands in *Fenton* aforesaid, therein before-mentioned to be in the Tenure of *Thomas Bingley*; and the Messuage or Tenement, and Lands in *Clarbrough* aforesaid, therein before-mentioned to be in the Tenure of *Joseph Turnell*, to the Use of the said *Saint Andrew Thornbagh* and his Heirs; and as to the Manor of *Osberton*, and all and singular the Lands, Tenements, Hereditaments and Premises, thereby limited in Use to the said *Saint Andrew Thornbagh* for Life as aforesaid (except the Messuages, Lands and Hereditaments therein before last-mentioned to be limited to the said *Saint Andrew Thornbagh* and his Heirs) immediately after the Determination of the several Uses thereof, therein before limited as the same should end and determine, to the Use of the First and every other Son of the said *Saint Andrew Thornbagh*, on the Body of the said *Letitia Ayscogbe* his intended Wife to be begotten, successively in Tail Male; and in Default of such Issue, to the Use of the said *Charles Shaw* and *Oswald Moseley*, their Executors, Administrators and Assigns, for the Term of Five hundred Years, upon Trust by the Ways and Means therein mentioned, to raise the Sum of Five thousand Pounds for the Portions of the Daughters of the said intended Marriage, in case of Failure of Issue Male thereof, to be paid at such times, and in such manner, and with such Maintenance in the mean time, until the said Portions should become payable as is therein mentioned; and immediately after the Expiration or other sooner Determination of the said Term of Five hundred Years, to the Use of the Heirs Males of the Body of the said *John Thornbagh* begotten or to be begotten; and in Default of such Issue, to the Use and Behoof of the said *John Thornbagh*, his Heirs and Assigns for ever; and as to the said Wood called *Maumbell Wood*, and the said Croft called *Ouzell Croft*, and the Sheep Walk upon the *Whimleys*, and the running of Two Geldings in the Overings; and all the Lands and Hereditaments of them the said *John Thornbagh* and *Saint Andrew Thornbagh*, or either of them, in *Stourton* aforesaid, therein before-mentioned to be in the several Tenures of *Richard Nicholson*, *Thomas Fox*, *John Husband*, *Thomas Kirtland* and *William Clayton*; and the said Lands in *Littlebrough* aforesaid, called *Sudcough Leas*; and also as to the said Lands and Hereditaments in *Arly*, in the said County of *Warwick*, therein before-mentioned to be in the several Tenures of *John Dewett*, *John Shilton* and *Simon Stones*, and the Spring Woods in *Arly* aforesaid, immediately after the Solemnization of the said intended Marriage, to the Use of the said *Saint Andrew Thornbagh*, his Heirs and Assigns for ever; and as to all and singular other the Premises thereby granted and released, whereof no Use is therein before-mentioned to be limited or declared, and whereof the said *John Thornbagh* and *Saint Andrew Thornbagh*, or one of them, were therein before-mentioned to be seized of an Estate of Inheritance in Fee-simple as aforesaid, immediately after the Solemnization of the said intended Marriage, to the Use of the said *John Thornbagh* for his Life, without Impeachment of Waste; and after his Decease, to the Use of the said *Oswald Moseley* and *Thomas Hewitt*, their Executors, Administrators and Assigns, for the Term of Three hundred Years, without Impeachment of Waste, upon Trust by the ways and means therein mentioned, to raise any Sum or Sums of Money, not exceeding in the whole the Sum of Five thousand Pounds, to be paid to or for the Benefit of such Child or Children of the said *John Thornbagh*, in such Proportions, and with such Interest from the Time of his Decease, not exceeding Five Pounds *per Centum per Annum*, and to and for such other Person or Persons, and to and for such Uses, Intents and Purposes, as the said *John Thornbagh* should, by any Deed or Deeds, Writing or Writings, to be by him executed

cited and attested as is therein mentioned, declare, limit or appoint; and from and after the End, Expiration or other sooner Determination of the said Term of Three hundred Years, to the Use and Behoof of the said Saint Andrew Thornbagh, his Heirs and Assigns for ever: And it was thereby agreed and declared, and the said John Thornbagh and Saint Andrew Thornbagh did thereby for themselves, their Heirs, Executors and Administrators, covenant, grant and agree to and with the said Oswald Moseley and Peniston Lamb, their Heirs, Executors, Administrators and Assigns, that if the said Letitia Ayscogbe should at any time after her Attainment of her Age of Twenty-one Years (if the said Saint Andrew Thornbagh should be then living) join with the said Saint Andrew Thornbagh in the conveying, settling and assuring all those her Parts and Shares of and in the Manors, Lands and Hereditaments in the County of Lincoln, late of Sir Edward Ayscogbe her Father, deceased, which descended and came to her by his Death, or the Death of Charles Ayscogbe her Brother, deceased, in Possession, Reversion or Remainder, to the Use of her the said Letitia for her Life, without Impeachment of Waste, with Remainder to Trustees for Five hundred Years, without Impeachment of Waste, in Trust for raising any Sum or Sums of Money, as they the said Saint Andrew Thornbagh, and Letitia his intended Wife, should by such Settlement or Assurance, or any other Deed or Writing to be signed and sealed by them, direct or appoint, for the Portions and Maintenance of the younger Children of the said Letitia, by the said Saint Andrew to be begotten, in such Shares and Proportions, and payable at such Times, as in such Settlement or Assurance, Deed or Writing, should be appointed; and subject to the said Term, upon the first and all other the Sons of the said Letitia, by the said Saint Andrew Thornbagh to be begotten, successively in Tail Male; with Remainder to the said Saint Andrew Thornbagh for Life, without Impeachment of Waste; with Remainder to the right Heirs of the said Letitia Ayscogbe; then and in such case, the said Saint Andrew Thornbagh and the said John Thornbagh (if then living) should and would, at the same time, make, do and execute, or cause to be made, done and executed, all and every Act and Thing whatsoever, for the conveying, settling and assuring all and singular the Manor, Lands, Tenements and Hereditaments, situate, lying and being in the said County of Nottingham, which, upon the Marriage of the said John Thornbagh with Elizabeth his late Wife, deceased, were by Indenture Tripartite, bearing Date the Fifteenth Day of September One thousand Six hundred and Seventy, limited in Use to the said Elizabeth Thornbagh for her Life, for her Jointure, upon or to the Use of the said John Thornbagh for Life; Remainder to the said Saint Andrew Thornbagh for Life; Remainder to the First, Second, Third, and all and every other Son and Sons of the said intended Marriage in Tail Male successively; with Remainder to the right Heirs of the said Saint Andrew Thornbagh:

And whereas by Indenture of Seven Parts, bearing Date the Eighteenth Day of March One thousand Seven hundred and Nineteen, and made or mentioned to be made between Matthew Boucherett, Esquire, and Isabella Boucherett his Wife, one of the Two surviving Daughters and Coheirs of the said Sir Edward Ayscogbe by the said Dame Mary Ayscogbe, and also one of the Two surviving Sisters of Charles Ayscogbe her late Brother, deceased, of the First Part; the said Saint Andrew Thornbagh, and Letitia his Wife, the other of the Two surviving Daughters and Coheirs of the said Sir Edward Ayscogbe by the said Dame Mary, and also the other Sister and Coheir of the said Charles Ayscogbe, of the Second Part; John Hanbury, Esquire, and Bridget his Wife, only Daughter of the said Sir Edward Ayscogbe by Dame Bridget his First Wife, of the Third Part; Peniston Lamb, Gentleman, of the Fourth Part; William Archer, Esquire, and George Searl, Gentleman, of the Fifth Part; the said William Gilby and John Clerkson of the Sixth Part; and Hutton Perkins, Gentleman, of the Seventh Part; and by other Assurances in the Law, a Partition was made of the Manors, Lands, Tenements, Hereditaments, and real Estate of the said Sir Edward Ayscogbe in

If this Covenant performed the Mr. Thornbagh petitioner for the would have been in tail (of an Estate 500 years) in the death of the subject to a term which might have for raising any for portions for

But as this Covenant not to be in force the performance on the behalf of which Condition in this Case

And as the Covenant not performed the Letter of the house of opinion that Thornbagh engaged himself to the purposes of the

And for that Short Recital in written in red ink struck out of

the County of *Lincoln*, among his said Daughters and Coheirs; and the Manor or Lordship, or reputed Manor or Lordship of *South Kelsey* in the County of *Lincoln*; and all and every the Messuages, Lands, Tenements and Hereditaments of the said Coheirs, situate, lying and being in or near *South Kelsey*, *North Kelsey*, *Kelsey-Nicholas Hibbaldstone*, and *Thornton in the Moor*, every or any of them, in the said County of *Lincoln*, were conveyed, settled and limited, as and for the specifick Part and Share of the said *Letitia Thornbagh*, to the Use of the said *Saint Andrew Thornbagh* and *Peniston Lamb*, and their Heirs, in Trust for the said *Saint Andrew Thornbagh*, and his Heirs:

Deed was in
performance of
his part-

And whereas by Indentures of Lease and Release, bearing Date respectively the Eleventh and Twelfth Days of *April* One thousand Seven hundred and Twenty, the Release being Tripartite, and made or mentioned to be made between the said *Saint Andrew Thornbagh* and *Letitia* his Wife, and *Peniston Lamb*, of the First Part; the said *John Hanbury* and *Matthew Bouchereit*, of the Second Part; and the said *John Clerkson*, of the Third Part; the said Manor or reputed Manor of *South Kelsey*, and all other the Manors, Messuages, Lands, Tenements and Hereditaments of him the said *Saint Andrew Thornbagh*, or whereof or wherein he, or the said *Peniston Lamb* in Trust for him, had any Estate of Freehold or Inheritance, situate, lying and being in *South-Kelsey*, *Kelsey-Nicholas Hibbaldstone*, and *Thornton in the Moor*, or any of them in the said County of *Lincoln*, or in or near the Parish, Liberties, Precincts or Territories thereof in the said County of *Lincoln*, were, in Consideration of the Marriage between the said *Saint Andrew Thornbagh* and *Letitia* his Wife, settled, limited and assured, to the Use of the said *Saint Andrew Thornbagh* for his Life; and after his Decease, to the Use of the said *Letitia Thornbagh* for her Life; with Remainder to the said *John Hanbury* and *Matthew Boucheret*, and their Heirs, during the Life of the said *Letitia Thornbagh*, in Trust to preserve the contingent Remainders; and after her Decease, to the Use of the said *John Clerkson* and *Peniston Lamb*, their Executors, Administrators and Assigns, for a Term of Five hundred Years, upon Trust for raising Portions for the Daughters and younger Sons of the said *Saint Andrew Thornbagh* by the said *Letitia Thornbagh*, in case of Male Issue between them, not exceeding Four thousand Pounds, with such Maintenance as is therein mentioned; and after the Determination of the said Term of Five hundred Years, to the Use of the First and every other Son of the said *Saint Andrew Thornbagh*, on the Body of the said *Letitia Thornbagh* to be begotten, successively in Tail Male; Remainder to the Daughter and Daughters of the said *Saint Andrew Thornbagh*, on the Body of the said *Letitia* his Wife, in equal Shares as Tenants in common, and the Heirs of the Body and Bodies of such Daughter and Daughters; and for want of such Issue, to the Use of such Person and Persons, and for such Estate and Estates, upon such Trusts, and to and for such Ends, Intents and Purposes, as the said *Letitia Thornbagh* should, by Deed or Will, executed and attested as is therein mentioned, limit, direct or appoint; and for want of such Direction or Appointment, to the Use of the said *Saint Andrew Thornbagh*, and his Heirs; in which said Indenture Tripartite is contained a Power for the said *Saint Andrew Thornbagh* and *Letitia* his Wife, at any Time or Times thereafter during their joint Lives, by any Deed or Deeds, Writing or Writings, to be by them both sealed and delivered in the Presence of Two or more credible Witnesses, to revoke and make void all or any the Uses, Trusts and Limitations thereby limited, created or appointed of and concerning the Premises, and by the same or any other Deed or Deeds, Writing or Writings, to be signed and sealed by them, to limit, declare and appoint any new or other Use or Uses, Estates, Provisoos or Powers of or touching the said Premises, whereof such Revocation should be so made, or any Part thereof, with or without Power of Revocation.

And whereas the said *Saint Andrew Thornbagh* and *Letitia* his Wife, by a Writing under their Hands and Seals, bearing Date the Twenty-third Day of *June* One thousand Seven hundred and Twenty-five, and indorsed on the last recited

recited Indenture Tripartite, did, in pursuance of the Power of Revocation therein contained, revoke all the Trusts of the said Term of Five hundred Years limited by the same Indenture Tripartite, and declared other Trusts thereof, reserving to themselves a new Power of Revocation; and by another Indorsment on the same Indenture Tripartite, bearing Date the Twenty-fifth Day of March One thousand Seven hundred and Twenty-seven, the said *Saint Andrew Thornbagh* and *Letitia* his Wife did, in pursuance of the Power of Revocation so reserved to them as aforesaid, revoke all the Uses, Estates, Trusts, Limitations and Appointments in and by the said Indenture Tripartite; and the other Indorsment thereon, or either of them, limited of the same Premises, and did limit and appoint the same to the Use of the said *Saint Andrew Thornbagh* for his Life, Remainder to the Use of the said *Letitia Thornbagh* for her Life, Remainder to the Use of the said *William Gilby, John Clerkson* and *Peniston Lamb*, and their Heirs, in Trust to sell and dispose of the same Premises, and to apply the Money arising by such Sale for the Portion and Portions of all and every the Daughter and Daughters of the said *Saint Andrew Thornbagh*, on the Body of the said *Letitia* his Wife begotten, that should attain the Age of Twenty-one Years, or be married, to be paid at such Times, and in such Proportions and Manner, as is therein mentioned; (that is to say) In case there should be but one such Daughter, then such only Daughter should have the Sum of Eight thousand Pounds for her Portion; and if Two such Daughters, and no more, the Sum of Five thousand Pounds apiece; and if Three such Daughters, and no more, the Sum of Four thousand Pounds apiece; and if Four such Daughters, and no more, Three thousand Five hundred Pounds apiece; and if Five or more such Daughters, Three thousand Pounds apiece; the said Portions to be paid to the said Daughter and Daughters at their respective Ages of Twenty-one Years or Marriage, which should first happen after the Death of the said *Saint Andrew Thornbagh*, with such yearly Sums for their Maintenance as is therein mentioned:

And whereas by Indentures of Lease and Release, bearing Date respectively the Sixteenth and Seventeenth Days of June One thousand Seven hundred and Twenty-seven, the Release being Tripartite, and made or mentioned to be made between the said *Saint Andrew Thornbagh*, of the First Part; *John Thornbagh*, Esquire, and *Thomas Thornbagh*, Esquire, Sons of the said *Saint Andrew Thornbagh*, of the Second Part; *Sir Oswald Moseley*, Baronet, and *John Clerkson*, of Gray's Inn, in the said County of *Middlesex*, Esquire, of the Third Part; and by Fine levied by the said *Saint Andrew Thornbagh*, pursuant to a Covenant in the said Indenture Tripartite contained, he the said *Saint Andrew Thornbagh*, for making Provision for the said *Thomas Thornbagh* his younger Son by *Letitia Thornbagh* his Wife, and for other Considerations in the said Indenture Tripartite mentioned, did grant, convey, settle, limit, and assure unto the said *Sir Oswald Moseley* and *John Clerkson*, and their Heirs, all that Wood and Wood-ground, called *Maumbell Wood*, and all that Croft or Close, called *Ousell Croft*, with the Appurtenances, situate, lying and being in *Stourton* aforesaid, then or late in the Occupation of the said *Saint Andrew Thornbagh*, his Assigns or Under-tenants, and the Sheep-walk upon the *Whimleys*, together with the Running of Two Geldings in the Overings in *Stourton* aforesaid; and all those Lands and Tenements of him the said *Saint Andrew Thornbagh*, in *Stourton* aforesaid, then, late, or theretofore in the several Tenures or Occupations of *Richard Nicholson*, *Thomas Fox*, *John Husband*, *Thomas Kirtland*, and *William Clayton*, any or either of them; and also all that Land or Ground in *Littlebrough*, in the said County of *Nottingham*, called or known by the Name of the *Sudcough Leas*, or *Sudcroft Leas*, in the Occupation of the Inhabitants of *Littlebrough* aforesaid; and all those Lands and Tenements of him the said *Saint Andrew Thornbagh*, with the Appurtenances, situate, lying and being in *Arly*, in the County of *Warwick*, then or late, or theretofore in the several Tenures or Occupations of *John Dewett*, *John Skilton*, and *Simon Stones*, any or either of them; and also all those the Spring Woods, and the Ground and Soil of the

But as this Release was made & made from the Condition evidently more to the present than if the Condition been strictly performed. The house though not so performed him to the benefit

This is the Settlement which Thornbagh & his Wife made to other Sons in a will a power a Jointure of

the same, with the Appurtenances, situate and being in *Arly* aforesaid, then in the Holding or Occupation of the said *Saint Andrew Thornbagh*, his Assigns or Undertenants; which said Woods, Lands, Tenements and Hereditaments, are therein mentioned to have been settled by the said Marriage Settlement, herein before recited, unto and to the Use of the said *Saint Andrew Thornbagh* and his Heirs; and all and every the Lands, Tenements, Woods and Hereditaments whatsoever, which in and by the said Marriage Settlement were limited to take effect immediately after the Solemnization of the said Marriage, to the Use of the said *Saint Andrew Thornbagh*, and his Heirs; and all those Messuages, Lands and Tenements of him the said *Saint Andrew Thornbagh*, situate, lying and being in *Littlebrough*, in the said County of *Nottingham*, which in the said Marriage Settlement are mentioned to be in the several Tenures or Occupations of *William Hingley*, *Robert Carr*, *John Wilson*, and *John Smith*, their Assigns or Undertenants; and all those Messuages, Lands and Tenements of him the said *Saint Andrew Thornbagh*, situate, lying and being in *Stourton* aforesaid, which in and by the said Marriage Settlement are mentioned to be in the several Tenures or Occupations of *William Booth*, *Joseph Carr* and *Thomas Bingley*, or any of them, their or any of their Assigns or Undertenants; and all those Forty-four Acres and Two Roods of Meadow or Marsh Land in the Overings of *Stourton* aforesaid, and Twenty-one Acres and Two Roods of Meadow in the Outings in *Stourton* aforesaid, which in the said Marriage Settlement are mentioned to be in the Possession, Holding or Occupation of the said *Saint Andrew Thornbagh*, his Undertenants or Assigns, and to be worth Thirty Pounds Fifteen Shillings *per Annum*; and all that Messuage or Tenement, with the Appurtenances, situate, lying and being in *Fenton* in the said County of *Nottingham*, in the said Settlement mentioned to be in the Possession or Occupation of *Thomas Bingley*, or his Assigns, at the yearly Rent of Four Pounds Ten Shillings; and all that Messuage, Tenement and Farm, with the Lands and Grounds thereunto belonging, situate, lying and being in *Clarlborough* in the said County of *Nottingham*, in the said Settlement mentioned to be in the Tenure or Occupation of *Joseph Turnell*; all which Premises therein last before described are therein mentioned to have been by the said Marriage Settlement settled, limited and assured to take Effect after the Solemnization of the said Marriage, to the Use of the said *Saint Andrew Thornbagh* for Life; and after his Death, and subject to and charged jointly with other Lands therein mentioned, with an Annuity or yearly Rent-charge of Four hundred Pounds, payable to the said *Letitia Thornbagh* for Life, to the Use of the said *Saint Andrew Thornbagh*, and his Heirs; and all other the Lands, Tenements and Hereditaments, which in and by the said Marriage Settlement were settled, limited, and assured to take Effect immediately after the Death of the said *Saint Andrew Thornbagh*, and subject only to the said yearly Rent-charge, and to the Remedies, Powers and Term for Years, for better securing and recovering the same, to the Use of the said *Saint Andrew Thornbagh*, and his Heirs; and all and every other the Messuages, Farms, Lands, Tenements and Hereditaments whatsoever of him the said *Saint Andrew Thornbagh*, situate, lying and being in the said Counties of *Nottingham* and *Warwick*, or either of them, which in and by the said Marriage Settlement were limited in Use to him the said *Saint Andrew Thornbagh*, and his Heirs, and whereof no Use or Estate was thereby limited to any of the Sons of the said *Saint Andrew Thornbagh* by the said *Letitia* his Wife; and all and every the Messuages, Farms, Lands, Tenements, Tithes, Woods, Rents and Hereditaments whatsoever of him the said *Saint Andrew Thornbagh*, or whereof or wherein he, or any Person or Persons in Trust for him, was then seized of or for any Estate of Inheritance in Fee-simple or Fee-tail, situate, lying and being, coming, growing, renewing or arising in or within the several Towns, Parishes, Fields, Precincts or Territories of *Fenton*, *Stourton*, *Littlebrough*, *South Wheatley*, *Misterton*, *North Leverton*, *South Leverton*, *Coates*, *Cottam*, *Clarlborough*, *Welham*, *Moorgate*, *Wiston*, *Woodhouse*, and *Oswaldbeck-foke*, every or any of them in the said County

County of Nottingham, which were not comprised in the said recited Indenture Quinquartite; and also all and every the Messuages, Farms, Lands, Tenements, Rents, Woods and Hereditaments whatsoever of him the said *Saint Andrew Thornbagh*, or whereof or wherein he, or any Person or Persons in Trust for him, or to his Use, then had any Estate of Freehold or Inheritance in Possession, Reversion, Remainder, or Expectancy, situate, lying and being, coming, growing, renewing or arising in or within the Town, Parish, Fields, Precincts or Territories of *Sceffington* in the County of *Leicester*, with their and every of their Rights, Members and Appurtenances, to hold to them the said *Sir Oswald Moseley* and *John Clerkson*, and their Heirs, to the Use of the said *Saint Andrew Thornbagh* and his Assigns, for and during the Term of his natural Life; and from and after his Decease, to the Use of the said *John Thornbagh*, eldest Son and Heir apparent of the said *Saint Andrew Thornbagh*, and his Assigns, for his Life, without Impeachment of or for any manner of Waste; with Remainder to the said *Sir Oswald Moseley* and *John Clerkson*, and their Heirs, during his Life, in Trust to preserve the contingent Remainders; and immediately after the Decease of the said *John Thornbagh*, to the Use of the First, Second, Third, and all and every other the Sons of the said *John Thornbagh* lawfully to be begotten, successively in Tail Male; and in Default of such Issue, to the Use of the said *Thomas Thornbagh* for Life, and to the First and every other Son of his Body lawfully begotten, successively in Tail Male; and in Default of such Issue, to the Use of the Third, Fourth, Fifth, and all and other the Sons of the said *Saint Andrew Thornbagh* lawfully to be begotten, and thereafter to be born, successively in Tail Male; and in Default of such Issue, to the Use of the right Heirs of the said *Saint Andrew Thornbagh*; in which said Indenture Tripartite is contained a Power for the said *John Thornbagh*, at any time or times after he should be in the actual Possession of the Premises thereby granted and released by virtue of the Limitations therein contained, to settle, limit or appoint any Part or Parts of the same Premises so thereby granted and released, whereof he should be then in the actual Possession, unto, upon or to the Use of any Woman or Women that he the said *John Thornbagh* should happen to marry, for and during the Term of the natural Life or Lives of such Woman or Women, in full or in part of her or their Jointure or Jointures respectively, so as the Lands, Tenements and Hereditaments so to be limited in Jointure to such Woman or Women respectively, did not exceed the annual Rent of Two hundred Pounds, over and above all Reprizes and Outgoings (Publick and Parliamentary Taxes only excepted):

And whereas *Sir Thomas Hewett*, late of *Shire Oaks* in the County of *Nottingham*, Knight, deceased, made his last Will and Testament in Writing, bearing Date the Tenth Day of *February* One thousand Seven hundred and Twenty-five; and thereby gave and devised the Reversion or Remainder of all his Lands, Tenements and Hereditaments in the Counties of *York*, *Nottingham*, and *Derby*, expectant on the Death of *Dame Frances Hewett* his Wife (who now holds the same for her Life) and Failure of Issue Male of his own Body, to the Use of the said *Saint Andrew Thornbagh*, for his Life; Remainder to the said *John Thornbagh* for his Life, with Remainder to Trustees and their Heirs during his Life, in Trust to preserve the contingent Remainders; Remainder to the Use of the first and every other Son of the said *John Thornbagh*, successively in Tail Male; with divers Remainders over, with a Power for the said *John Thornbagh*, and his Sons, when they should have an Estate in Possession in the Premises, or any Part thereof, by virtue of the said Will, to assign, limit or appoint any Part of the same Premises, not exceeding the yearly Sum of Three hundred Pounds, to or to the Use of, or in Trust for any Woman or Women, that should be their respective Wife or Wives, for and during the natural Life or Lives of such Woman or Women, for or in Lieu, Name or Stead of her or their Jointure, or Part of Jointure.

And whereas the said *Thomas Thornbagh*, younger Brother of the said *John Thornbagh*, died some Years ago under the Age of Twenty-one Years, and with-

*This recital is
the Amendment
inserted to intro-
duce a restrai-
ning clause for
use of a power
in Sir Thom.
will to make*

out Issue; and the said *Saint Andrew Thornbagh* died in the Year One thousand Seven hundred and Forty-two, leaving Issue by the said *Letitia Thornbagh* the said *John Thornbagh* his only Son, and Five Daughters; and thereby the Premises limited by the first recited Indenture Quinquupartite of the Fifth Day of June One thousand Seven hundred and Fourteen, to the First and other Sons of the said *Saint Andrew Thornbagh* by the said *Letitia Thornbagh*, are now vested in the said *John Thornbagh*, in Tail Male, subject to a Rent-charge of Four hundred Pounds, free from Taxes, payable to the said *Letitia Thornbagh* his Mother for her Life; and the Premises comprised in the said Indenture of the Seventeenth Day of June One thousand Seven hundred and Twenty-seven are now vested in the said *John Thornbagh* for his Life, with a Power to make a Jointure of Two hundred Pounds a Year; with Remainder after his Death to his First and every other Son successively in Tail Male; with Remainder to himself in Fee-simple as right Heir of the said *Saint Andrew Thornbagh* his Father:

And whereas, notwithstanding an ample Provision is made by the said several Settlements of the Fifth Day of June One thousand Seven hundred and Fourteen, and the Seventeenth Day of June One thousand Seven hundred and Twenty-seven, and the Will of the said *Sir Thomas Hewett*, for the eldest Son of the said *John Thornbagh*, yet he the said *John Thornbagh* is restrained and disabled, during the Life of his Mother, and the said *Dame Frances Hewett*, to make any Jointure to any Woman he shall marry, above the Value of Two hundred Pounds per Annum, or to make any Provision at all for his younger Children:

And whereas there is a Prospect of a Marriage between the said *John Thornbagh*, and a Lady of a considerable Family and Fortune; and he is desirous, that a suitable Jointure may be made for her Maintenance, in case she should happen to survive him, and Provision for the younger Children of such intended Marriage out of some Part of his paternal Estate, in such manner, as is herein after-mentioned; and on that Condition doth consent, for the Benefit of his eldest Son, to debar himself of executing the Power given him by the Will of *Sir Thomas Hewett* to make a Jointure on the Woman he shall first marry; and doth also consent and agree, that the Lands and Hereditaments, which, by virtue of the said Marriage Settlement of the Fifth Day of June One thousand Seven hundred and Fourteen, do now stand limited, subject to his Mother's Rent-charge, to him the said *John Thornbagh*, in Tail Male, as only Son of that Marriage, shall be settled to the Use of himself for Life; Remainder to the first and other Sons of the Woman he shall first marry, in Tail Male successively, with Remainder to himself and his Heirs:

But although the carrying this Proposal into Execution may tend to the Improvement of the Fortune and Estate of the said *John Thornbagh*, and preserving and continuing the same in his Family, yet, as the Disability he is under from the Circumstances above-mentioned, may probably be an Impediment to his Marriage with a Person of such suitable Fortune and Condition as aforesaid, unless he be enabled to make a competent Jointure and Provision for younger Children as afore-mentioned, by the Aid and Authority of an Act of Parliament:

Therefore Your Majesty's most Dutiful and Loyal Subject the said *John Thornbagh*

Doth most humbly beseech Your Most Excellent MAJESTY;

That it may be Enacted; And be it Enacted, by the KING's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *John Thornbagh*, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered in the Presence of Two or more credible Witnesses, to grant, assign, limit or appoint over and above, and exclusive of the Jointure which he is impowered to limit by the said Indenture of the Seventeenth of June One thousand Seven hundred and Twenty-seven) any annual Sum or yearly Rent, not exceeding

Eight

the said *John Thornbagh* the said *John Thornbagh* is restrained and disabled, during the Life of his Mother, and the said *Dame Frances Hewett*, to make any Jointure to any Woman he shall marry, above the Value of Two hundred Pounds per Annum, or to make any Provision at all for his younger Children: And whereas there is a Prospect of a Marriage between the said *John Thornbagh*, and a Lady of a considerable Family and Fortune; and he is desirous, that a suitable Jointure may be made for her Maintenance, in case she should happen to survive him, and Provision for the younger Children of such intended Marriage out of some Part of his paternal Estate, in such manner, as is herein after-mentioned; and on that Condition doth consent, for the Benefit of his eldest Son, to debar himself of executing the Power given him by the Will of *Sir Thomas Hewett* to make a Jointure on the Woman he shall first marry; and doth also consent and agree, that the Lands and Hereditaments, which, by virtue of the said Marriage Settlement of the Fifth Day of June One thousand Seven hundred and Fourteen, do now stand limited, subject to his Mother's Rent-charge, to him the said *John Thornbagh*, in Tail Male, as only Son of that Marriage, shall be settled to the Use of himself for Life; Remainder to the first and other Sons of the Woman he shall first marry, in Tail Male successively, with Remainder to himself and his Heirs: But although the carrying this Proposal into Execution may tend to the Improvement of the Fortune and Estate of the said *John Thornbagh*, and preserving and continuing the same in his Family, yet, as the Disability he is under from the Circumstances above-mentioned, may probably be an Impediment to his Marriage with a Person of such suitable Fortune and Condition as aforesaid, unless he be enabled to make a competent Jointure and Provision for younger Children as afore-mentioned, by the Aid and Authority of an Act of Parliament: Therefore Your Majesty's most Dutiful and Loyal Subject the said *John Thornbagh*

Eight hundred and Twenty Pounds *per Annum*, free from all Deductions, to be issuing out of and charged upon all or any Part of the said Messuages, Farms, Lands, Tenements and Hereditaments so limited to him the said *John Thornbagh* for his Life, in and by the same Indenture, with Powers of Distress and Entry, and a Term of Years, and other usual Provisions for the effectual securing the same Rent-charge unto, upon, or to the Use of any Woman or Women that he shall marry, to hold and take Effect from and after the Death of the said *John Thornbagh*, for and during the natural Life or Lives of such Woman or Women, for or in Lieu, Name or Stead of her or their Jointure or Jointures, and in Bar of her and their Dower and Dowers, so as the said *John Thornbagh* shall and do actually, and *bona fide*, receive as a Portion or Fortune with each such Woman as he shall so marry, the Sum of One thousand Pounds, or the Value thereof for every One hundred Pounds Rent-charge, to be so limited or appointed for or in Jointure as aforesaid.

And it is hereby further Enacted, by the Authority aforesaid, That the said Manor of *Osberton*, and all and singular the Lands, Tenements, Hereditaments and Premises, in and by the said first recited Marriage Settlement, limited to the first and every other Son of that Marriage successively in Tail Male, with their and every of their Appurtenants, shall, from and after the First Day of May One thousand Seven hundred and Forty-four, be settled and limited, and the same are hereby from thenceforth settled and limited to the Use of the said *John Thornbagh* for his Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *John Clerkson*, and his Heirs, during the Life of the said *John Thornbagh*, in Trust to preserve the contingent Remainders; and immediately after the Decease of the said *John Thornbagh*, to the Use of the first and every other Son of the Body of the said *John Thornbagh*, ~~on the Body of the Woman he shall first marry~~, lawfully to be begotten, successively and in Remainder, as they respectively shall be in Priority of Birth; and the several and respective Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully issuing; every elder of such Sons, and the Heirs Male of his Body, being always preferred to take before a younger of them, and the Heirs Male of his Body; and in Default of such Issue, to the Use of the said *John Thornbagh*, his Heirs and Assigns for ever.

*Thus a new
added*

And it is hereby further Enacted and Declared, That it shall and may be lawful to and for the said *John Thornbagh*, at any time or times hereafter, by any Deed or Deeds, Writing or Writings, to be by him executed and attested as aforesaid, to grant, demise, limit or appoint all or any Part or Parcel of the Messuages, Lands, Tenements, Woods and Hereditaments, which were by the said recited Indenture Tripartite limited, in Use to the said *John Thornbagh* for Life as aforesaid, unto any Person or Persons, for any Term or Number of Years, to commence from the Death of the said *John Thornbagh*, upon Trust, by Sale or Mortgage of the Lands and Hereditaments so to be granted, limited or appointed, or by or out of the Rents and Profits thereof in the mean time, until such Sale or Mortgage can be made, or by all or any the Ways and Means aforesaid for raising, levying and paying any Sum or Sums of Money for or towards the Portion or Portions of all or any the Daughter or Daughters, younger Son or younger Sons of the said *John Thornbagh*, lawfully to be begotten on the Body of the Woman he shall first marry, in case of an eldest Son by her, not exceeding in the Whole the Sum of Ten thousand Pounds, with such Maintenance for the said Children respectively, not exceeding the Interest of their respective Portions, after the Rate of Four Pounds *per Centum per Annum*, as to the said *John Thornbagh* shall seem requisite and expedient, so as such Demise, Grant, Limitation or Appointment be made, with a proviso or Condition to cease and be void when all such Portions, Maintenances, and Sum and Sums of Money, thereby appointed to be raised and levied, shall be accordingly raised and levied, or shall cease to become payable; and so as such Demise, Grant, Limitation or Appointment, be no Prejudice to any Jointure or Rent-

Rent-charge to be granted or limited in pursuance of this Act, ~~to or for the Benefit of the first Wife he shall marry as aforesaid.~~

a new clause { **Provided always, and it is hereby Enacted and Declared,** That it shall not be lawful to or for the said *John Thornbagh*, to limit or appoint any of the Lands, Tenements or Hereditaments herein before-mentioned, to be devised to him for Life, in and by the Will of the said *Sir Thomas Hewett*, unto, upon or to the Use of the first Woman that he the said *John Thornbagh* shall marry, either in the Life-time, or after the Death of the said *Dame Frances Hewett*; any thing herein contained to the contrary thereof notwithstanding.

Giving always to the King's Most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her and their Heirs, Successors, Executors and Administrators, (Other than and except the said *John Thornbagh*, and his First and other Son and Sons, and the Heirs Male of their respective Bodies; and the right Heirs of the said *Saint Andrew Thornbagh*, and the Trustees named and appointed in the said Settlement of the Seventeenth Day of *June* One thousand Seven hundred and Twenty-seven, for preserving the contingent Remainders thereby limited) All such Estate, Right, Title, Interest, Claims and Demands of, in, to and out of the Premises subjected to the Powers herein before given, provided and contained, as they, every or any of them had before the passing this Act, or could or might have had and enjoyed, in case this Act had not been made.

An ACT for Impowering John Thornbagh, Esquire, to make a Jointure and Provision for his younger Children, out of an Estate comprised in a voluntary Settlement made by Saint Andrew Thornbagh, Esquire, his late Father, deceased.

[1744]

For D. P.

Rent-charge to be granted or limited in pursuance of this Act, ~~to or for the benefit of the first Wife he shall marry as aforesaid.~~

a new clause { **Provided always, and it is hereby Enacted and Declared,** That it shall not be lawful to or for the said *John Thornbagh*, to limit or appoint any of the Lands, Tenements or Hereditaments herein before-mentioned, to be devised to him for Life, in and by the Will of the said *Sir Thomas Hewett*, unto, upon or to the Use of the first Woman that he the said *John Thornbagh* shall marry, either in the Life-time, or after the Death of the said *Dame Frances Hewett*; any thing herein contained to the contrary thereof notwithstanding.

Giving always to the King's Most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her and their Heirs, Successors, Executors and Administrators, (Other than and except the said *John Thornbagh*, and his First and other Son and Sons, and the Heirs Male of their respective Bodies; and the right Heirs of the said *Saint Andrew Thornbagh*, and the Trustees named and appointed in the said Settlement of the Seventeenth Day of *June* One thousand Seven hundred and Twenty-seven, for preserving the contingent Remainders thereby limited) All such Estate, Right, Title, Interest, Claims and Demands of, in, to and out of the Premises subjected to the Powers herein before given, provided and contained, as they, every or any of them had before the passing this Act, or could or might have had and enjoyed, in case this Act had not been made.

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[1744]

For D. L.

